CONTRACT #7 RFS # 326.01-032

Department of Tourist Development

VENDOR: USA 800, Inc.



DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9065/FAX (615)741-7225

Nancy Hargiss-Tatlock General Counsel **RECEIVED**

May 19, 2006

MAY 1 9 2006

FISCAL REVIEW

Leni S. Chick Fiscal Analyst, Fiscal Review Committee 8th Floor, Rachel Jackson Building 320 Sixth Avenue, North Nashville, Tennessee 37243

RE:

RFS #326.01-032; Request: Non-Competitive Amendment - USA 800, Inc.

-w- Department of Tourist Development Contract

Dear Ms. Chick:

Enclosed is a copy of the above Request for a Non-Competitive Amendment for comment by the Fiscal Review Committee.

Your attention to this matter is appreciated and if there are any questions with respect to this proposed non-competitive amendment, please contact my office.

Best regards.

NANCY HARGISS-TATLOCK

NHT:jj Enclosure

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED	RECEIVED
	MAY 1 9 2006
	FISCAL REVIEW
Commissioner of Fin	ance & Administration
Date	

			*,								
	EACH F	EQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS RE</u>	QUIRED.								
1) RFS	S#	326.01-032									
2) Sta	State Agency Name : Tourist Development (the "Department")										
EXISTING CONTRACT INFORMATON											
3) Ser	3) Service Caption: Telemarketing and Fulfillment Services for 1-800 inquiries for Tourist Vacation Guide Brochures										
4) Co) Contractor : FA02-14594-03										
5) Co	entract #	FA02-14594-									
6) Co	ontract Start Date :		July 1, 2001								
7) <u>Cu</u>	urrent Contract End Da	ite IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2006								
8) <u>Cu</u>	urrent Total Maximum	Cost IF all Options to Extend the Contract are Exercised :	\$1,225,000.00								
		PROPOSED AMENDMENT INFORMATON									
—	roposed Amendment #	,我们就是一个人,我们就是一个人的,我们就是一个人的,我们就是一个人的,我们就是一个人的。""我们就是一个人的,我们就是一个人的,我们就是一个人的,我们就是一个	Four								
10) <u>Pr</u>	roposed Amendment E	Effective Date : uired if date is < 60 days after F&A receipt)	July 1, 2006								
		Date IF <u>all</u> Options to Extend the Contract are Exercised :	September 30, 2006								
12) <u>P</u>	roposed Total Maximu	ım Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,293,750.00								
13) A	pproval Criteria : select one)	use of Non-Competitive Negotiation is in the best interes	t of the state								
		only one uniquely qualified service provider able to prov	ide the service								
14): D	escription of the Prop	osed Amendment Effects & Any Additional Service :									
The C		ed to allow USA 800, Inc. (the present Contractor) to continue tele services, of the current Contract for the State's Vacation Guide for	marketing and fulfillment services as set a period not to exceed ninety (90) days								
15). E	Explanation of Need fo	r the Proposed Amendment :									

This Amendment will allow the Department to continue telemarketing and fulfillment services of its Vacation Guide without interruptic until the RFP process has been completed and a new contract awarded to handle such services the result of the RFP. In lieu of the restructuring of the Department in the past few months, the hiring of a new Assistant Commissioner of Marketing (and other personn in that division), the involvement and input of the Department's recently employed personnel were important in terms of drafting the scope of services set forth in the new RFP. Use of the services of USA 800, Inc. is essential to maintain continuity in the Department telemarketing and fulfillment services and provide necessary transition time in the event a new vendor is awarded the contract to handle such services pursuant to the new RFP.	nel
16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)	
Tom Davis, 9808 E. 66 th Terrace, Raytown, MO 64133	
17) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)	
select one: Documentation Not Applicable to this Request Documentation Attached to this Request	
18) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)	
select one: Documentation Not Applicable to this Request Documentation Attached to this Request	
19) Documentation of State Architect Endorsement: (required only if the subject service involves construction or real property related services)	
select one: Documentation Not Applicable to this Request Documentation Attached to this Request	
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :	
The Department is presently in the process of commencing an RFP for telemarketing and fulfillment services in regards to the State Official Vacation Guide and this Amendment will avoid a lapse in the services referenced herein until a possible new vendor has be awarded a contract per the RFP.	e's ∍en
21) Justification for the Proposed Non-Competitive Amendment :	
The Department is requesting authorization to extend the current Contract with USA 800, Inc. for three (3) additional months (July 2006 through September 30, 2006). USA 800, Inc. was initially selected using the RFP process and has provided telemarketing a fulfillment services to the Department for the duration of the above-referenced Contract. During the next few months, the Department is into a possible new contract for telemarketing and fulfillment services. Will be issuing an RFP, evaluating proposals, and entering into a possible new contract for telemarketing and fulfillment During the period of the RFP, the Department is requesting that USA 800, Inc. be allowed to continue telemarketing and fulfillment services so as to allow the Department to continue such services in connection with the Official Tennessee Vacation Guide without interruption. USA 800, Inc. has agreed to honor the existing rates for service established when the Contract was issued in 2001, rates for services have typically gone up since the time the present Contract was awarded, it is in the best interests of the State to the existing Contract rates until such time as a new contract is awarded.	ent t t Since
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— sign by an authorized signatory will be accepted only in documented exigent circumstances)	ature
Ausan 21. Whitaker May 17,2006	
Agency Head Signature Date	



DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE

WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR 312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243 TEL. (615) 741-9065/FAX (615)741-7225

Nancy Hargiss-Tatlock General Counsel

VIA FAX (615) 253-0318

June 2, 2006

General Assembly of the State of Tennessee Fiscal Review Committee Attn: Leni S. Chick, Fiscal Analyst 8th Floor, Rachel Jackson Bldg. 320 Sixth Avenue, North Nashville, TN 37243-0057

RE: Request: Non-Competitive Amendment:

RFS# 326.01-032

Dear Ms. Chick:

I have attached the Rule Exception Request which has been approved by F&A in connection with the above-referenced Request: Non-Competitive Amendment.

Please let me know if any additional documentation is needed.

Thank you,

NANCY HARGISS-TATLOCK

NHT:jj

Total of 2 pages

PAGE 02/02

CY 06 #382

C#:504

RULE EXCEPTION REQUEST

APPROVED

Commissioner at Finance & Asministration

Date: MAY 3 0 2006

			**	A A A A A A A A A A A A A A A A A A A	
AFS# 826.01	1-032		STATE AGENCY:	Tourist Development	
	,	INFORE	ATTON ABOUT THE	EXCEPTION(S) REQUESTED	
SUBJECT RUL	E NUMBER(9) :	0620-3-3	07(5)		
DESCRIPTION	OF EXCEPTION	(S) :	THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE		The state of the s
The Department otherwise termi	nt seeks a rule ex nate June 30, 20(ception to ap	prove Amendment F	our to an existing five (5) year confra	ot (FA02-14594) which will
JUSTIFICATIO (compelling ree	N FOR EXCEPTE	ONS : rule excepti	ion, relevant backgro	und information; attech additional jus	dification as necessary)
fine existing tive official Vacation 2006, and exter connection with	: (5) year term of t : Guide until com neiss of the existi	ne contract voletion of a page 1846, and 1846,	which will provide for sew PFP for the sam inc. contract will allo to also provide trans	partment's contract with USA 800, Inc uninterrupted telemarketing and fulfil e and/or similar services. The RFP is the State to both continue telemant ition time if a new vendor is awarded.	s scheduled to start on June 1, keting and fulfillment services in
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BEGIN DATE:	July 1, 2006		END DATE (includ	ing ALL options for term extension):	September 30, 2005
MAXIMUM LIA	SILITY (including	ALL options	ofor term extension):	\$1,293,750.00	to the design of the second of
	D REQUEST SIG procering agency latery)		Su	can 10. Wheth	he-

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MAY 3 0 2006

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FISCAL REVIEW

DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9065/FAX (615)741-7225

Nancy Hargiss-Tatlock General Counsel

May 22, 2006

Leni S. Chick Fiscal Analyst Fiscal Review Committee 8th Floor, Rachel Jackson Bldg. 320 Sixth Avenue, North Nashville, TN 37243

RE: Request: Non-Competitive Amendment,

RFS# 326.01-032

Dear Ms. Chick:

I have enclosed in connection with the above Request for Non-Competitive Amendment of the contract entered into as between the Department of Tourist Development and USA 800, Inc. the following:

i) Letter of explanation for purpose of Amendment Four, a three (3) month extension of the present Contract;

ii) Copy of the proposed amendment, Amendment Four, with attached FA Contract Information Sheet and Contract Summary Sheet;

iii) Copy of Amendment Three and attached Contract Summary Sheet;

iv) Copy of Amendment Two and attached Contract Summary Sheet; and,

v) Copy of Original Contract and attached Contract Summary Sheet.

Thank you for your e-mail, please let me know if any additional information and/or documentation is needed.

Best regards.

NHT:jj Enclosures



RECEIVED

MAY 2 3 2006

FISCAL REVIEW

DEPARTMENT OF TOURIST DEVELOPMENT

STATE OF TENNESSEE
WILLIAM SNODGRASS/TENNESSEE TOWER BUILDING, 25th FLOOR
312 8th AVENUE NORTH, NASHVILLE, TENNESSEE 37243
TEL. (615) 741-9001/FAX (615)741-7225

May 22, 2006

General Assembly of the State of Tennessee Fiscal Review Committee Attn: Leni S. Chick, Fiscal Analyst 8th Floor, Rachel Jackson Bldg. 320 Sixth Avenue, North Nashville, TN 37243-0057

RE:

Request: Non-Competitive Amendment;

RFS# 326.01-032

Dear Ms. Chick:

The above-referenced Request for the proposed, non-competitive amendment will extend the Contract with USA 800, Inc.'s, services for telemarketing and fulfillment of the State's Official Vacation Guide. The extension of the present term of the Contract, for a period not to exceed ninety (90) days from the end of the present Contract, will provide for continuation of telemarketing and fulfillment services of the Vacation Guide until a new RFP has been completed for the same or similar services as those presently rendered by USA 800, Inc.

This Amendment was submitted less than sixty (60) days prior to the proposed start date of the Amendment due to a restructure of this Department which resulted in the hiring of a new Assistant Commissioner of Marketing and other personnel in that division. The involvement of such new employees and their input in the draft of the scope of services section for telemarketing and fulfillment services in the new RFP was important. In the interim, use of USA 800, Inc.'s services are essential to maintain continuity of the Department's telemarketing and fulfillment services of the *Vacation Guide* and, in addition, will provide necessary transition time in the event a new vendor is awarded the contract to handle such services the result of the new RFP.

Your attention to this matter is appreciated.

Whitaker

Very truly yours,

SUSAN H. WHITAKER

Commissioner

SHW:nh

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04	\$225,000.00				<u> </u>			
05	\$275,000.00				<u> </u>			
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07	\$68,750.00				<u> </u>			
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06	\$275,000.00		paid th	nat is not otherwise	e encul	mbered to pay o	bligat	ions previously incurred)
07		\$68,750.00						
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End Date:	6/30/06	9/30/06				National Control of the State	Caracil 7 S. 18	ranco de la come de la comunicación
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Non-	-Competitive Negotiation	Negotiation	w/ Gov	ernment (GG-or	GU)_			
Procureme	nt Process Summary (complete for selection by Al	ternativ	e Method, Compe	titive N	egotiation, Non	-Comp	petitive Negotiation, OR Other)
Official Tenne	essee Vacation Guide, at pre	ontract for an additional three sent contract rates, and pro	ee (3) r ovide tra	ansition time for a	new R	FP, for the same	e or si	milar services, to be awarded to

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AMENDMENT FOUR TO CONTRACT FA-02-14594-

This Contract, by and between the State of Tennessee, Department of Tourism Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the "Contractor," is hereby amended as follows:

- 1. Delete Section B1 in its entirety and insert the following in its place:
 - B.1. <u>Contract Term</u>. This Contract, as extended, shall be effective for the initial three (3) months of the fiscal year commencing July 1, 2006, and will therefore end on September 30, 2006. The State shall have no obligation for services rendered by Contractor which are not performed within the specified period.
- Delete Section C1 in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability under this Contract exceed One Million Two Hundred Ninety Three Thousand Seven Hundred Fifty Dollars (\$1,293,750.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
USA 800, INC.	
	Date
Tom Davis, President	Date
DEPARTMENT OF TOURISM DEVELOPMENT:	
Susan H. Whitaker, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	•
	Date
John G. Morgan, Comptroller of the Treasury	Date

	FA CONTRACT INFORM	NATION SUPPLEMENT
1	FOR ALL FA-TYPE CONTRACTS — COMP	LETE <u>EITHER</u> SECTION A <u>or</u> Section B
Contract RFS#	326.01-032	·
Contractor:	USA 800, Inc.	
SECTION A— CONTRACTOR I	S AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
ls or has the cor	ntractor been a state employee?	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?
NO (no add	ditional information required)	NO (no additional information required)
YES		☐ YES
Was such emplo	oyment within the past six	Was such employment within the past six months?
□ NO		□ NO
contrac	oproved rule exception permitting a ct within six months of employment required)	YES (an approved rule exception permitting a contract within six months of employment is also required)
	ctor receive Tennessee etirement System (TCRS) fits?	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?
□ NO		□ NO
MUST	rocuring agency general counsel sign an analysis of this ement using the TCRS analysis ines)	YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
SIGNATURE		
Waney 9.	fagi-Jarlach	
SERVICE CONT	RACTS COORDINATOR	DATE 5-22-06

-		CON	ITR	ACT	ຮັບ	MMA	RY	'SH	EE	<u> Marian</u>	B _m (1)						
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	Table A	State Fiscal	Contact			ls the	: Contr	actor a SI	JBRECI	PIENT? (pe	r OMB A-	133)					
Name:	Tom	ightsey, 312 8 th	Ave. No	rth, 25 th Flo	or,	, is the	e Contr	actor a VI	ENDOR	? (per OMB	A-133)		Х				
Address: Phone:		ville,Tn 37243 41-9023				is the Fiscal Year Funding STRICTLY LIMITED?											
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AUG - = 200:

AMENDMENT THREE TO CONTRACT FA-02-14594-00

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section B. 1 in its entirety and insert the following in its place:
 - B.1. <u>Contract Term</u> This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
 - 2. Delete Section C.1 in its entirety and insert the following in its place.
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, two hundred and twenty-five thousand dollars (\$1,225,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
USA 800, INC.:	
Tom Davis, President	S/16/65 Date
TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT:	5/24/05
Susan H. Whitaker, Commissioner	Date /
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	_
m. D. Yort J. 17W	JUN 2 0 2005
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	- lialac
John G. Morgan, Comptroller of the Treasury	Date
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	FA CONTRACT INFORM	amana and and and and and and and and and						
Contract RFS#	Contract RFS # 326.01-022							
Contractor:	USA 800 Inc.							
SECTION A-TH	E CONTRACTOR IS AN INDIVIDUAL	SECTION B—THE CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)						
Is or has the con	tractor been a state employee?	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?						
NO (no add	ditional information required)	NO (no additional information required) YES						
Was such emplo	ryment within the past six months? Oproved rule exception permitting a contract six months of employment is also required)	Was such employment within the past six months? NO YES (an approved rule exception permitting a contract within six months of employment is also required)						
Does the contra Retirement Syst	ctor receive Tennessee Consolidated em (TCRS) retirement benefits?	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? NO						
sign a TCRS	procuring agency general counsel MUST n analysis of this procurement using the analysis guidelines)	YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)						
1	0	7/05.						
SERVICE CON	TRACTS COORDINATOR	DATE						

		C	ONTRACT	SUM	M.	\RY	SHE	ET			<u> </u>		<u>. = 1 </u>
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AMENDMENT TWO TO CONTRACT FA-02-14594

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section B. 1 in its entirety and insert the following in its place:
 - B.1. <u>Contract Term</u> This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section B. 2 in its entirety and insert the following in its place:
 - B. 2. <u>Term Extension</u>. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than four (4) years, provided that the State notifies the Contractor in writing of its intention to do so prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.
- 3. Delete Section C.1 in its entirety and insert the following in its place.
 - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed nine hundred fifty thousand dollars (\$950,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Delete Section E.2 in its entirety and insert the following in its place.

Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Tom Lightsey, Assistant Commissioner - Administration Snodgrass Tennessee Tower, 25th Floor 312 8th Avenue North Nashville, Tennessee 37243 (615) 741-9023 phone (615) 532-0477 fax

The Contractor:

Mr. Tom Davis USA 800 Inc. 6608 Raytown Road Raytown, MO 64133 (816) 358-1303 phone (816) 358-8845 fax

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:	
USA 800, INC.:	*
Tom Davis, President	Date 11, 2004
TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT: Ausan H. Whitaker, Commissioner	6/16/04 Date
APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION: MO HATA IPW	JUL 2 2 2004
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY: John G. Morgan, Comptroller of the Treasury	7/23/84 Date

		010102
1. 1. 9	FA CONTRACT INFORM	MATION SUPPLEMENT
	FOR ALL FA-TYPE CONTRACTS - COMPL	LIL CITICA GEOTION.
Contract RFS#	326.01-032	
Contractor:	USA 800 Inc.	
SECTION A-TH	E CONTRACTOR IS AN INDIVIDUAL	SECTION B- THE CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
ls or has the cont	tractor been a state employee?	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?
NO (no add	ditional information required)	NO (no additional information required)
YES		YES
Was such emplo	yment within the past six months?	Was such employment within the past six months?
∏ NO		U NO
YES (an ay	oproved rule exception permitting a contract six months of employment is also required)	YES (an approved rule exception permitting a contract within six months of employment is also required)
Doos the contrar	ctor receive Tennessee Consolidated em (TCRS) retirement benefits?	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?
NO YES (the page 1)	procuring agency general counsel MUST in analysis of this procurement using the	NO YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
TCRS	analysis guidelines)	TONO allalysis guidelines,
SIGNATURE		
Beth (Lunsford	4/21/04
SERVICE CON	TRACTS COORDINATOR	DATE

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Patricy of Contracts Review

AMENDMENT ONE TO CONTRACT FA-02-14594

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, and USA 800, INC., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section B. 1 in its entirety and insert the following in its place:
 - B.1. <u>Contract Term</u> This Contract shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section B. 2 in its entirety and insert the following in its place:
 - B. 2. <u>Term Extension</u>. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.
- 3. Delete Section C.1 in its entirety and insert the following in its place.
 - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed six hundred seventy five thousand dollars (\$675,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
USA 800, INC.:	. 1	
Tom Davis, President	3 70 03 Date	W t
TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT:		d
Ansan H. W. Kaleer	6./12/13 Date	
Susan H. Whitaker, Commissioner		
APPROVED:	ti.	
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
M.J. Hoely Ank	6/30/87 Date	
M. D. Goetz, Jr., Commissioner		
COMPJEOLLER OF THE TREASURY:		
Con G. Morgan	7-1-03	
John G. Morgan, Comptroller of the Treasury	Date	

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